

**CITYWIDE PROJECT LABOR AGREEMENT
FOR THE CITY OF SAN JOSE**

INTRODUCTION/FINDINGS

This Agreement is entered into this 28th day of March, 2019, by and between the following parties: (1) City of San Jose (hereinafter the "City"), (2) contractors and subcontractors of all tiers who become signatories to this Agreement by signing the "**Agreement to be Bound**" (Addendum A) (referred to collectively herein as "Contractor(s)/Employer(s)"), and (3) the Santa Clara and San Benito Counties Building and Construction Trades Council (hereinafter the "Building Trades Council") and its affiliated local Unions that have executed this Agreement (referred to collectively herein as "Union" or "Unions").

WHEREAS, the City's purpose in entering this Agreement is to efficiently procure public works contracts awarded by the City where the City engineer's estimate of the total cost of the contract to construct the project exceeds \$3 million, as adjusted for inflation;

WHEREAS, this Agreement applies only to those qualifying public works contracts in which the initial bid or proposal solicitation occurs during the term of the Agreement;

WHEREAS, this Agreement promotes the efficiency of construction operations for the City through the use of skilled labor resulting in quality construction outcomes, and provides for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the public works contracts to which it is applicable;

WHEREAS, the timely and successful completion of the public works contracts to which this Agreement is applicable is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the interests of the City, its residents, the Unions, and the Contractors/Employers is best served if the construction work proceeds in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the public works contracts to which this Agreement is applicable and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the public works contracts to which this Agreement is applicable if Union and non-union workers of different employers were to work side by side, potentially leading to labor disputes that could delay completion; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the public works contracts to which this Agreement is applicable, insofar as a legally binding agreement exists between the Contractors/Employers and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the public works contracts to which this Agreement is applicable will be awarded in accordance with the applicable provisions of the City Charter of the City of San Jose and any other applicable state, local and federal laws; and

WHEREAS, the City has the right to select the lowest responsive and responsible bidder for the award of public works contracts to which this Agreement is applicable; and

WHEREAS, the City, the Building Trades Council and the Unions place high priority upon the development of comprehensive programs for the recruitment, training and employment of traditionally underrepresented and targeted workers and local area residents, and recognizing the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the building and construction industry; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the public works contracts to which this Agreement is applicable;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I **DEFINITIONS**

1.1 "Agreement" means this Citywide Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "Building Trades Council" means the Santa Clara and San Benito Counties Building and Construction Trades Council.

1.4 "Completion" means that point at which the City has executed a final written acceptance of the work required by the Construction Contract, including the Contractor's submission of all required contract drawings, warranties, certificates, manuals and data, and completion of any training.

1.5 "Construction Contract" means a public works contract awarded by the City for the construction of a Project, as defined in Section 1.9. It includes design-build contracts, lease-leaseback contracts or other contracts for construction work on a Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor,

construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, under contract terms and conditions that are approved by the City and that incorporate this Agreement, and all contractors and subcontractors of any tier.

1.7 "City" means the City of San Jose, its governing board, officers, agents and public employees, including managerial personnel.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 "Project" means a project for which the City sends out the initial solicitation of a bid or proposal after the effective date of the Agreement, and that meets all three of the following requirements: (1) it is a public works project for construction awarded by the City (subject to section (c) below), (2) it is paid for in whole or in part out of City funds, and (3) the City's engineer's estimate of the total cost of the Construction Contract(s) to construct it exceeds three million dollars (\$3,000,000).

- (a) In determining the three million-dollar (\$3,000,000) threshold, the City will consider all Construction Contracts required to complete an integrated construction project and will include design costs for a design-build Construction Contract.
- (b) Each year on the anniversary date of the day this Agreement became effective, the parties will adjust up or down the three million-dollar (\$3,000,000) threshold based on the Consumer Price Index for All Urban Consumers – U.S. city average. The adjusted threshold amount will apply to Construction Contracts in which the City solicits bids or proposals after the effective date of the adjusted amount.
- (c) The City and the Building Trades Council may mutually agree in writing to add additional projects to be covered by this Agreement. The term Project applies to all projects as defined in this section, whether used in the singular or plural herein.

1.10 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement, and that works under the guidance of the City's authorized representative.

1.11 "Union" or "Unions" means the Santa Clara and San Benito Counties Building and Construction Trades Council, and its affiliated local Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Building Trades Council and the Unions signatory to this Agreement.

2.2 Applicability:

- (a) The Agreement applies only to Covered Work (defined in Section 2.3) required (i) as part of the Construction Contract or a change order issued pursuant to the Construction Contract, or (ii) during the Construction Contract's warranty period.
- (b) This Agreement does not apply to *any* work done (i) before execution of the Construction Contract or (ii) following Completion, except for Covered Work pursuant to the Construction Contract or during the warranty period.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation and final clean-up. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed during any warranty period after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. This Agreement does not cover factory built modular construction when such work is covered by a collective bargaining agreement (within the meaning of Section 9(a) of the National Labor Relations Act) with the Unions. Such factory built modular construction shall be governed by the terms and conditions of said Section 9(a) collective bargaining agreements.

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement is not intended to, and shall not, affect or govern the award of public works contracts by the City that are not included in the Project.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, supervisors above the level of general foreman (except those covered by existing Master Agreements), and administrative and management personnel.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors, or by public or private utilities.

2.4.4 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 The City shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the City Charter.

2.4.6 The City is not limited or restricted on the choice of material or the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices, except as set forth in Sections 2.3.2 and 2.3.3. Otherwise, the City has the right to purchase material and equipment from any source, and craft persons covered by this agreement will handle and install such material and equipment. This Agreement does not apply to off-site fabrication unless such fabrication is covered by a Master Agreement or local addenda to a national agreement, as set forth in Section 2.3.2.

2.4.7 This Agreement shall not apply to the items set forth in **Addendum C** hereto.

2.4.8 This Agreement does not apply to work performed by employees of a

manufacturer or vendor that is necessary to maintain such manufacturer's or vendor's warranty or guaranty provided that if the work can be performed by craft workers covered by this Agreement without voiding or limiting such warranty or guaranty, such work will be performed by such qualified craft workers. All such work shall be identified and discussed at the Pre-Construction Conference as provided in Article V of this Agreement.

2.4.9 This Agreement shall not apply to any start-up, calibration, commissioning, testing, integration, repair, maintenance, and operational revisions to systems and/or subsystems, unless such work is covered by a Master Agreement and is done pursuant to the Construction Contract

2.4.10 This Agreement does not apply to any Project in which a federal, state, or other public entity with jurisdiction over, or with authority to approve, all or some portion of the Project prohibits the use of project labor agreements on the Project. In such situations, the City will make a reasonable effort to gain the public entity's approval to apply the Agreement to the Project. A written letter by the City's Director of Public Works to such other public entity seeking approval will be deemed to be a "reasonable effort."

2.4.11 This Agreement does not apply to any Project funded in whole or in part by a federal, state or local grant if a condition of that grant prohibits the use of project labor agreements. In such situations, the City will make a reasonable effort to gain the public entity's approval to apply the Agreement to the Project. A written letter by the City's Director of Public Works to such other public entity seeking approval will be deemed to be a "reasonable effort."

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Building Trades Council.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to

agree in writing by executing the **Agreement to be Bound** to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the **Agreement to be Bound**, then such subcontractor shall not be awarded a construction subcontract to perform work on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s)/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule A's incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1. The Unions, City, and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified

Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer that has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Building Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Building Trades Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City and the party alleged to be in violation, and to the Building Trades Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Building Trades Council shall mutually agree to a replacement.

ARTICLE V **PRE-CONSTRUCTION CONFERENCE**

5.1 **Timing:** The Project Manager shall convene and shall conduct, together with the Building Trades Council, a pre-construction conference at the Building Trades Council at a mutually agreeable time, with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, at least twenty-one (21) calendar days prior to:

- (a) The commencement of any Project work, and

- (b) The commencement of Project work on each subsequently awarded Construction Contract.

5.2 The pre-construction conference shall be attended by a representative of each participating Contractor and each affected Union, and the Building Trades Council may attend at its discretion.

5.3 The pre-construction conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Building Trades Council, or designated representatives thereof, shall meet as a JAC on a periodic basis during the term of construction. The City and the Building Trades Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

5.5 Targeted Hiring Agreement (THA) Implementation: The JAC shall help monitor and implement the THA. The Community Workforce Coordinator shall provide the JAC with an annual report and interim reports as requested on key performance indicators of success such as the number of Targeted Workers and Underrepresented Workers who have participated in an Approved Pre-Apprenticeship Program and Program graduation rates.

ARTICLE VI NO DISCRIMINATION

6.1 The Contractors/Employers and the Unions agree to comply with all nondiscrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII UNION SECURITY

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractors/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before eight (8) days of consecutive or cumulative employment on the Project.

Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by law.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII **REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s) (unless such craft construction employees are covered by existing Master Agreements).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain workers from any source. A Contractor/Employer who hires any worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Core Workers. A Contractor may request by name, and the Union shall honor, referral of Core Workers who have applied to the Union for Project Work and who demonstrate to the Union dispatcher and provide satisfactory proof (with a copy of such proof provided to the Project Manager) that the worker meets all the following qualifications:

- a. Appearance on the Contractor/Employer's active payroll for at least the last ninety (90) out of the one hundred and twenty (120) working days prior to award of a Construction Contract;
- b. Possession of all licenses and certifications required by applicable state and federal law for the Project Work; and
- c. Has worked at least two thousand (2,000) hours in the appropriate construction craft during the past two years.

8.4.1 The following procedure shall apply for dispatch of Core Workers: The first one (1) worker will be referred from the applicable Union hiring hall out-of-work list, then one (1) Core Worker shall be selected and referred from the hiring hall, followed by one (1) worker from the hiring hall out-of-work list, and this process shall repeat until such Contractor/Employer's requirements are met or until such Contractor/Employer has hired five (5) such Core Workers for that trade or craft, whichever occurs first. Thereafter, all additional

employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall out-of-work list. In the event the Contractor/Employer reduces the workforce, such reduction will take place in the reverse order starting with a Core Worker and in the same ratios as was applied in hiring. In addition, at the request of the Building Trades Council or Union, Contractor/Employer shall submit a Core Worker list to the requesting party and shall provide payroll records evidencing the worker's qualifications as a Core Worker.

8.4.2 This provision applies only to employers not currently working under a current Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures and appropriate fringe benefit fund coverage, all Contractor(s)/Employer(s) shall require their Core Workers to register with the appropriate Union hiring hall prior to the first day of employment on the Project and to comply with Union security on or before the eighth [8th] day of consecutive or cumulative employment on the Project.

8.4.3 Prior to each Contractor performing any Project Work, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Building Trades Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

8.5 Targeted Hiring: In order to increase construction job opportunities for traditionally underrepresented and targeted workers, the parties agree to comply with the Community Workforce Agreement for Targeted Hire, **Addendum B**.

ARTICLE IX

WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the Master Agreement(s) of the appropriate local Union(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractors/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this

Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE X APPRENTICES

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from a California state-approved apprenticeship program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft, provided they are properly supervised.

ARTICLE XI HELMETS TO HARDHATS

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII COMPLIANCE

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employers on the Project. The City shall monitor and enforce compliance with the applicable City, state or federal prevailing wage requirements and the Contractors/Employers' compliance with this Agreement.

ARTICLE XIII
GRIEVANCE ARBITRATION PROCEDURE

13.1 **Project Labor Disputes:** All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts) and Article XIV (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance arbitration procedures set forth below.

13.2 **Employee Discipline:** All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than twenty (20) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Building Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall notify the permanent arbitrator, or if he is not available, his alternate, for final and binding arbitration. The parties agree that if the permanent arbitrator set forth in Article IV or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from

the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second

1. William Riker
2. Morris Davis
3. William Engler

13.5 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

13.6 The time limits specified at any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Building Trades Council shall mutually agree to a replacement.

13.9 The Union will provide the City with a copy of any grievance involving a matter within the jurisdiction of the City's Office of Equality Assurance so that the City can properly investigate the matter and take the appropriate enforcement measures.

ARTICLE XIV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Building Trades Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XV **MANAGEMENT RIGHTS**

15.1 Consistent with the Schedule A agreements, the Contractors/Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI **DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies contained in the applicable Schedule A.

ARTICLE XVII **SAVINGS CLAUSE**

17.1 It is not the intent of the parties to this Agreement to violate any law. The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties agree that in the event a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVIII **TERM**

18.1 This Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 This Agreement shall become effective on the day it is executed by the City and by the Building Trades Council and shall continue in full force and effect for a period of five (5) years. At the expiration of the five (5) year term, the Agreement shall roll over for an additional five (5) years, subject to approval by the City Council. This Agreement shall continue to apply to all Projects for which Construction Contracts have already been awarded, or that were initially advertised for bid with the Agreement as a material specification, and shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2, except as to those provisions that expressly survive the termination of this Agreement.

ARTICLE XIX **MISCELLANEOUS PROVISIONS**

19.1 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.2 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.3 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.


19.4 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

CITY OF SAN JOSE

By: 

Leland Wilcox
Chief of Staff
Office of the City Manager

SANTA CLARA and SAN BENITO COUNTIES
BUILDING and CONSTRUCTION TRADES
COUNCIL

By: 
David Bini, Executive Director

APPROVED AS TO FORM



DEPUTY CITY ATTORNEY

Date: 3-28-2019

Date: March 21st 2019

UNION SIGNATURES

ASBESTOS WORKERS LOCAL 16

BOILERMAKERS LOCAL UNION 549

BAC LOCAL UNION 3

IBEW LOCAL 332



ELEVATOR CONSTRUCTORS LOCAL
UNION 8

I.U.P.A.T. DISTRICT COUNCIL 16



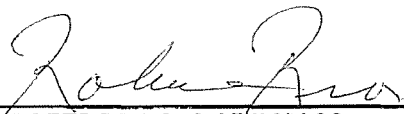
IRON WORKERS LOCAL 377

LABORERS LOCAL UNION 270

OPERATING ENGINEERS LOCAL 3

OPERATIVE PLASTERERS AND CEMENT
MASONS LOCAL UNION 400

PLASTERERS LOCAL UNION 300



ROOFERS LOCAL UNION 95

UNITED ASSOCIATION, PLUMBERS &
PIPEFITTERS LOCAL UNION 355

UNITED ASSOCIATION, PLUMBERS &
PIPEFITTERS LOCAL UNION 393

UNITED ASSOCIATION, SPRINKLER
FITTERS LOCAL UNION 483

SHEET METAL WORKERS
INTERNATIONAL UNION LOCAL 104

UNION SIGNATURES

ASBESTOS WORKERS LOCAL 16

BOILERMAKERS LOCAL UNION 549

BAC LOCAL UNION 3

IBEW LOCAL 332

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I.U.P.A.T. DISTRICT COUNCIL 16

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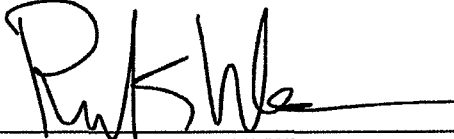
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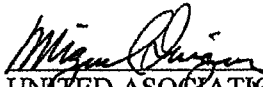
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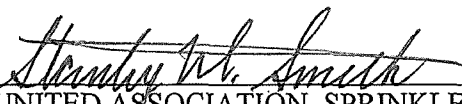
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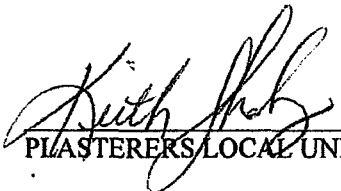
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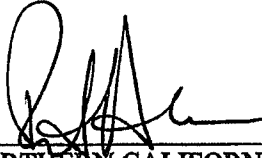
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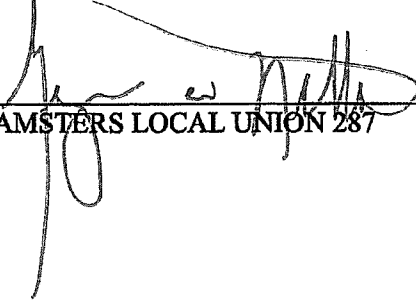
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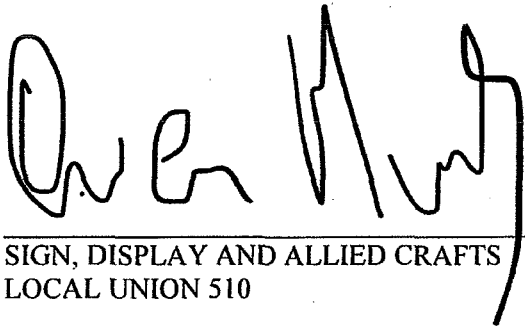
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INTERNATIONAL UNION LOCAL 104


SIGN, DISPLAY AND ALLIED CRAFTS
LOCAL UNION 510

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL, FOR ITSELF AND
ITS AFFILIATES


LABORERS LOCAL UNION 67


TEAMSTERS LOCAL UNION 287


SIGN, DISPLAY AND ALLIED CRAFTS
LOCAL UNION 510

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL, FOR ITSELF AND
ITS AFFILIATES

LABORERS LOCAL UNION 67

TEAMSTERS LOCAL UNION 287

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RECEIVED
SAN JOSE CITY CLERK
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Citywide Project Labor Agreement
for the City of San Jose

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: Citywide Project Labor Agreement for the City of San Jose -- Agreement to be Bound

Dear Mr./Ms. _____:

The undersigned confirms that it agrees to be a party to and bound by the Citywide Project Labor Agreement for the City of San Jose as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement to be Bound**, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate Subscription Agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by this Agreement shall extend to all work covered by the City of San Jose Citywide Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Addendum B to City of San Jose Citywide Project Labor Agreement

Community Workforce Pipeline Targeted Hire Agreement

Purpose. The Parties to the City of San Jose Citywide Project Labor Agreement ("the Agreement") recognize the mutual needs and public interest in: (1) increasing training and career opportunities for underrepresented and targeted individuals in the construction trades through apprenticeship and pre-apprenticeship programs and (2) developing a pipeline to ensure the continued availability of a skilled, qualified and readily available construction workforce for this and future construction Projects. Furthermore, the Santa Clara and San Benito Counties Building and Construction Trades Council ("Building Trades Council") with other parties, is signatory to the Santa Clara County Construction Careers Collaborative Memorandum of Understanding ("MOU"), which is working to establish a coordinated Santa Clara County pre-apprenticeship program to serve as a pipeline for youth and jobseekers into apprenticeship. In furtherance of these goals, the Parties agree to enter into this Community Workforce Agreement for Targeted Hire ("THA") and to participate in the Santa Clara County Community Workforce Pipeline ("the Pipeline").

I. Definitions.

All capitalized terms not defined below are as defined in the Agreement.

Approved Pre-Apprenticeship Program. An Approved Pre-Apprenticeship Program means the Santa Clara County Trades Orientation Program or an equivalent structured, MC-3 certified career training and placement program or Union-sponsored program, that: (1) serves Underrepresented Workers, and (2) is sponsored by Building Trades Council-approved community-based organizations ("CBOs"), Council affiliates, the Council, the State Building & Construction Trades Councils of California, or the North American Building & Construction Trades Council.

At-Risk Youth. An At-Risk Youth means a person 18-24 years old who is one of the following: 1) disconnected from school and/or work; 2) currently or formerly justice engaged; 3) in the foster care system; 4) pregnant/parenting; or 5) homeless.

City. City means the City of San Jose.

Community Workforce Coordinator. The Community Workforce Coordinator means the work2future Workforce Investment Board, or another entity as determined by mutual written agreement of the Building Trades Council and the City. The Community Workforce Coordinator is responsible for maintaining an up-to-date list of Targeted Workers who are available for work with their current contact information, and will provide this list to any of the Parties upon request.

Covered Contractor. A Covered Contractor means a contractor of whatever tier that performs \$250,000 or more of Covered Work (as that term is defined in Section 2.3 of the Agreement) on a Project. A Covered Contractor is subject to the Workforce Goal. If a contractor performs less than \$250,000 of Covered Work on a Project, that contractor is not subject to the Workforce Goal, but may nonetheless participate voluntarily in the Workforce Goal.

Targeted Worker. A Targeted Worker is an individual who has completed an Approved Pre-Apprenticeship Program.

Underrepresented Worker. An Underrepresented Worker is an individual who, prior to commencing work on a Project has at least one of the following barriers to employment: (1) is homeless, recently housed (within the past twelve months), or at risk of losing their housing; (2) is currently receiving public assistance; (3) is currently participating in a reentry program or was formerly incarcerated; (4) has been continuously unemployed for the previous one year; (5) has a family or household income that falls below the current HUD threshold for Low Income Households in Santa Clara County; (6) has been emancipated from the foster care system; (7) is a veteran of the U.S. military; (8) is an At-Risk Youth; or (9) is a survivor of labor trafficking.

II. Workforce Goal. The goal is for Covered Contractors to employ one (1) or more Targeted Worker(s) as First Year Apprentice(s), consistent with the applicable hiring hall procedures, Master Labor Agreement(s) and the applicable JATC standards, for at least 25% of the Covered Contractor's apprentice hours on the Project, unless the Contractor demonstrates to the Community Workforce Coordinator that the Targeted Worker(s) worked the maximum available first year apprentice hours or shows other good cause.

- a) Nothing herein requires a Covered Contractor either to hire a particular individual or to retain a particular individual in employment.
- b) A Covered Contractor will receive credit toward the Workforce Goal for hours performed by a Targeted Worker assigned to work on the Project or on another jobsite at the employer's discretion, provided that the worker is assigned to the same job classification that would apply to a Targeted Worker on the Project.
- c) Covered Contractors shall properly supervise and pay all apprentices in accordance with the Master Labor Agreements.
- d) The Covered Contractor agrees to provide upon request hours worked by Targeted Worker(s), to the General Contractor, the City, the Building Trades Council, or the Community Workforce Coordinator.
- e) **Community Workforce Coordinator Obligations.** The Community Workforce Coordinator, upon request, will refer names of qualified, available, and willing Targeted Workers to the Union and Covered Contractors.
- e) **Union Obligations.** The Unions agree to cooperate with Covered Contractor(s) in providing available apprentices as requested. The Unions also agree to cooperate with the City and community-based organizations designated by mutual agreement of the City and the Building Trades Council in conducting outreach activities to recruit and refer Underrepresented Worker applicants to Approved Pre-Apprenticeship Programs for which they are qualified or qualifiable.

III. Satisfying Workforce Goal. A Covered Contractor meets its obligations under this addendum by complying with one of the following:

- 1) Employing at least one (1) Targeted Worker apprentice on the Project (or for equivalent work on another jobsite, provided that the apprentice is assigned to the same job classification the apprentice would have performed on the Project).
- 2) Prior to commencing work on the Project, submitting a Targeted Hiring Form to the Community Workforce Coordinator and the applicable JATC, to request the applicable construction trades Union(s) to provide qualified and available Targeted Workers for employment consideration in a number sufficient to meet the hiring obligations under Section II. The requested employees will be used at the contractor's discretion.

IV. *Consequences of Non-Compliance:* The Joint Administrative Committee (JAC) established by the Project Labor Agreement shall consider allegations of non-compliance by a Covered Contractor with the THA. If there is a determination by the JAC that a Covered Contractor has failed to meet its obligations in this Addendum the issue will be referred to the grievance procedure as provided in Article XIII of the Agreement. At any time during the process of compliance review, the JAC shall have the authority to reach a resolution with the Covered Contractor.

V. *Reporting:* The Building Trades Council and Community Workforce Coordinator will cooperate with the City in annually providing information on the targeted hiring program so City staff can meet its reporting requirements.

VI. *Implementation.* The JAC shall help monitor and implement the THA.

Addendum C

Project Labor Agreements Project Exemption Listing

This Agreement does not apply to the following projects where more than fifty percent (50%) of the total cumulative value of the Engineer's Estimate for the project are for the following:

1. *Street maintenance: Street sealing (slurry, chip, cape, fog, etc.), micro-surfacing, re-paving, repairing, re-surfacing, on-call maintenance contracts;*
2. *Sewer maintenance: Repairs, rehabilitation, lining, maintenance of storm and sanitary sewers and pump stations;*
3. *Muni Water: Water tank, pipeline maintenance, and repair;*
4. *Airport pavement maintenance: Sealing (slurry, chip, cape, fog, etc.), micro-surfacing, re-paving, repairing, and re-surfacing;*
5. *On-call contracts for various repairs and minor projects such as: roof, pavement work, City facilities, parks (each public works project within the on-call contract would be under the City's Minor Public Works project dollar threshold); and*
6. *Building maintenance or rehabilitation, which could include upgrading of the building.*

The installation of new public amenities, that did not exist previously, shall not be included in calculating this fifty percent (50%) threshold.

With respect to Item 6, a building maintenance or rehabilitation project shall not be excluded under this Addendum if the project increases the square footage of the building(s) by more than ten percent (10%) or if the exterior of the building will be entirely demolished.

City of San José Contract/Agreement Transmittal Form

Route Order

TO: ☐ City Attorney
☒ City Manager
☐ City Clerk **OR** Return to
Dept. (circle one)

Attached / Completed

☐ Insurance Certificates / Waivers
☐ Business Tax Certificate
☐ Contacted Clerk re: Form 700
☐ Supplemental Memorandums (if applicable): Select One

Electronically Signed

☐ Electronically Signed: Select one
☐ Audit Trail Attached (if applicable)
☐ Scanned Signature Authorization

Type of Document: New Contract

Type of Contract: Other

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 664543-000

Contractor: Santa Clara and San Benito building Trades Council

Address: 2102 Almaden Rd., Suite 101 San Jose, CA 95125

Phone: 408-265-7643

Email: david@scbtc.org

Contract Description: Project Labor Agreement

Term Start Date: _____ Term End Date: _____ Extension: Select one

Method of Procurement: N/A RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): 10/16/2018

Agenda Item No.: 4.2

Resolution No.: N/A 78831

Ordinance No.: N/A

Original Contract Amount: N/A

Amount of Increase/Decrease: N/A

Option #: _____ of _____ Option Amount: N/A

Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required: No

Revenue Agreement: Select one

Business Tax Certificate No.: _____

Expiration Date: _____

Department: Public Works (57)

Department Contact Name/Phone: Christopher Hickey/ 408-535-8481

Received

Notes:

MAR 29 2019

Department Director Signature: _____

City Manager Office

3/29/19
Date

Office of the City Manager Signature: _____

4/30/19
Date